

2.4 Record Retention

The Companies shall retain for a period of at least two (2) years following the expiration of the Term, necessary records so as to permit the BGS-FP Supplier to confirm the validity of payments due hereunder; provided, however, that if the BGS-FP Supplier has provided notice within at least two (2) years of the expiration of the Term that it disputes the validity of any payments, the Companies agree that they shall retain all records related to such dispute until the dispute is finally resolved.

2.5 Verification

In the event of a good faith dispute regarding any invoice issued or payment due under this Agreement, and provided that a mutually acceptable confidentiality agreement is executed by the Parties, each Party will have the right to verify, at its sole expense, the accuracy of the invoice or the calculation of the payment due by obtaining copies of relevant portions of the books and records of the other Party. The right of verification will survive the termination of this Agreement for a period of two (2) years after termination.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES

3.1 BGS-FP Supplier's Representations and Warranties

The BGS-FP Supplier hereby represents and warrants to each of the Companies as follows:

(i) It is a corporation, partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of the State of Illinois or, if another jurisdiction, is duly registered and authorized to do business and is in good standing in the State of Illinois.

(ii) It has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

(iii) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part and do not and will not conflict with, or constitute a breach of or default under, any of the terms, conditions,

or provisions of its certificate of incorporation or bylaws or any indenture, mortgage, other evidence of indebtedness, or other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which it is a party or by which it or any of its properties is bound or subject.

(iv) All necessary and appropriate action that is required on its part to execute this Agreement has been completed.

(v) This Agreement is its legal, valid and binding obligation, enforceable in accordance with this Agreement's terms.

(vi) There are no actions at law, suits in equity, proceedings (including investigations, arbitrations and audits) or claims pending or, to its knowledge, threatened against it before any federal, state, foreign or local court, tribunal or governmental agency or authority that might materially delay, prevent or hinder its performance of its obligations under this Agreement.

(vii) It has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks.

(viii) It is, or will be as of the Delivery Start Date, a Market Participant in good standing with the MISO and is, or will be as of the Delivery Start Date, in compliance with all obligations, rules and regulations, as established and interpreted by the MISO, that are applicable to it in connection with its performance under this Agreement.

(ix) It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other party in so doing and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

(x) Unless determined by a court of competent jurisdiction to the contrary, it is, and will continue to be for the Term, a Forward Contract Merchant, both generally and with respect to the Energy supplied pursuant to this Agreement.

(xi) This Agreement is for the purchase and sale of the full electricity requirement (including, without limitation Energy, Resource Adequacy Requirements, Capacity and any

charges and services that the MISO or the Applicable Legal Authorities may, at any time, impose on or require for the delivery of BGS-FP Supply, but excluding Network Integration Transmission Service) of the BGS-FP Load that will be delivered in quantities expected to be used or sold over a defined period(s) in the normal course of business. In addition, as provided in Section 2.1.b(iii), the BGS-FP Supplier shall be responsible for compensating the Companies for their Ancillary Services Costs and the MISO Invoice Reimbursement Amounts.

3.2 Companies' Representations and Warranties

Each Company hereby represents and warrants to the BGS-FP Supplier as follows:

(i) It is an electric utility corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.

(ii) It has all requisite power and authority to execute and deliver this Agreement and to carry on the business to be conducted by it under this Agreement and to enter into and perform its obligations hereunder.

(iii) The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part and do not and will not conflict with, constitute a breach of or default under, any of the terms, conditions, or provisions of its certificate of incorporation or bylaws or any indenture, mortgage, other evidence of indebtedness, or other agreement or instrument or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which it is a party or by which it or any of its properties is bound or subject.

(iv) All necessary and appropriate action that is required on its part to execute this Agreement has been completed.

(v) This Agreement is its legal, valid and binding obligation, enforceable in accordance with this Agreement's terms.

(vi) There are no actions at law, suits in equity, proceedings (including investigations, arbitrations and audits) or claims pending or, to its knowledge, threatened against it before any federal, state, foreign or local court, tribunal or governmental agency or authority that might materially delay, prevent or hinder its performance of its obligations under this Agreement.

(vii) It has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks.

(viii) It is, or will be as of the Delivery Start Date, an LSE in good standing with the MISO and is, or will be as of the Delivery Start Date, in compliance with all obligations, rules and regulations, as established and interpreted by the MISO, that are applicable to it in connection with its performance under this Agreement.

(ix) It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other party in so doing and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

(x) Unless determined by a court of competent jurisdiction to the contrary, it is, and will remain for the Term, a Forward Contract Merchant, both generally and with respect to the Energy purchased pursuant to this Agreement.

(xi) This Agreement is for the purchase and sale of the full electricity requirement (including, without limitation Energy, Resource Adequacy Requirements, Capacity and any charges and services that the MISO or the Applicable Legal Authorities may, at any time, impose on or require for the delivery of BGS-FP Supply, but excluding Network Integration Transmission Service) of the BGS-FP Load that will be delivered in quantities expected to be used or sold over a defined period(s) in the normal course of business.

(xii) Its performance under this Agreement is not contingent upon the performance of Customers or the ability of Customers to pay rates.

3.3 Survival of Obligations

All representations and warranties contained in this Article 3 are of a continuing nature and shall be maintained during the Term. If a Party learns that any of the representations or warranties in this Agreement are no longer true during the Term, the Party shall immediately notify the other Party via facsimile, with a hard copy of the notice delivered by overnight mail.

ARTICLE 4. COMMENCEMENT AND TERMINATION OF AGREEMENT

4.1 Term and Delivery Period

This Agreement shall become effective as of the Effective Date and shall continue in effect for a period ending at the end of HE 24 CPT on the Termination Date (the "Term") provided, however, that: (i) termination of this Agreement for any reason shall not relieve the Companies or the BGS-FP Supplier of any obligation accrued or accruing prior to such termination, and (ii) applicable provisions of this Agreement shall continue in effect after termination to the extent necessary to provide for final billings, settlements, payments and adjustments, and as provided for in Sections 14.2 and 15.13(iii).

The provision of BGS-FP Supply shall commence at the beginning of HE 01 CPT on the Delivery Start Date and shall end at the end of HE 24 CPT on the Termination Date (the "Delivery Period").

4.1.a Early Termination

This Agreement may be terminated prior to the Natural Termination Date (an "Early Termination") pursuant to the following:

(i) By mutual agreement of the Companies and the BGS-FP Supplier, as provided in Section 4.2; or

(ii) By the Companies or the BGS-FP Supplier, as provided in Section 5.2.

If this Agreement is terminated pursuant to the provisions of clauses (i) or (ii) above, the effective date of such termination shall be deemed the "Early Termination Date". Early Termination gives rise to the Non-Defaulting Party's rights and remedies under Articles 4 and 5. The Parties further agree that neither Party shall have the right to terminate this Agreement based solely on: (a) the BGS-FP Supplier's ability to sell the Capacity and/or Energy hereunder for a price greater than the price the Companies are paying the BGS-FP Supplier hereunder; or (b) the Companies' ability to purchase the Capacity and/or Energy hereunder at a price less than the price the Companies are paying the BGS-FP Supplier hereunder.

4.1.b Termination of Right to Supply BGS-FP

The BGS-FP Supplier agrees that, notwithstanding any provision of this Agreement to the contrary, termination of this Agreement for reason of an Event of Default shall terminate any right of the BGS-FP Supplier to provide BGS-FP Supply to the Companies pursuant to this Agreement and thereafter nullify any of the entitlements to which the BGS-FP Supplier became entitled as a result of being selected as a winning bidder in the Auction (including, without limitation, the right to register as a Market Participant for the Delivery Points).

4.2 Mutual Termination

The Companies and the BGS-FP Supplier may agree at any time during the Term to terminate their respective rights and obligations hereunder on such terms and under such conditions that they mutually deem to be appropriate as set forth in a mutual termination agreement acceptable in form and substance to the Companies and the BGS-FP Supplier ("Mutual Termination Agreement"); provided, however, that Companies agree that it shall enter into a such Mutual Termination Agreement, which will discharge the BGS-FP Supplier with respect to liabilities arising after the effective date of the Mutual Termination Agreement if the following conditions precedent are met: (i) the BGS-FP Supplier identifies a replacement supplier willing to assume all obligations of the BGS-FP Supplier hereunder for the remaining Term (the "Replacement BGS-FP Supplier"); (ii) the Replacement BGS-FP Supplier demonstrates to the satisfaction of the Companies its compliance with Article 6 as of the effective date of the Mutual Termination Agreement; (iii) the Replacement BGS-FP Supplier executes a counterpart signature page to this Agreement and thereby becomes a Party under this Agreement, effective immediately following the effective date of the Mutual Termination Agreement; and (iv) the BGS-FP Supplier is not, to the belief or knowledge of the Companies, subject to an Event of Default as of the effective date of the Mutual Termination Agreement or, if the Companies believe that the BGS-FP Supplier may be subject to an Event of Default, either (a) the Companies have determined that, as of the effective date of the Mutual Termination Agreement, they have not incurred any Damages as a result of the Event of Default or (b) if the Companies have determined, as of the effective date of the Mutual Termination Agreement, that they may have incurred Damages as a result of the Event of Default, that the Replacement BGS-FP Supplier has agreed in writing to be responsible for the payment of such Damages or to otherwise cure the Event of Default, in either case to the satisfaction of the Companies.

4.3 Forward Contract

The Parties acknowledge that the Agreement is a forward contract as that term is defined in Section 101(25) of the Bankruptcy Code, the Parties are Forward Contract Merchants, both generally and with respect to deliveries of Energy pursuant to this Agreement, and, accordingly, the Parties hereto are entitled to the protections of the Safe Harbor Provisions of the Bankruptcy Code. The Parties therefore agree that this Agreement may be terminated and the remedies hereunder exercised by either Party upon the commencement of a proceeding by the other Party under any chapter of the Bankruptcy Code in accordance with Section 5.2 and that the automatic stay of Section 362(a) of the Bankruptcy Code shall not apply to such termination.

ARTICLE 5. BREACH AND DEFAULT

5.1 Events of Default

An "Event of Default" under this Agreement shall occur if a Party (the "Defaulting Party"):

- (i) is the subject of a voluntary bankruptcy, insolvency or similar proceeding;
- (ii) makes an assignment of this Agreement for the benefit of its creditors;
- (iii) applies for, seeks consent to, or acquiesces in the appointment of a receiver, custodian, trustee, liquidator or similar official to manage all or a substantial portion of its assets;
- (iv) is dissolved (other than pursuant to a consolidation, amalgamation or merger) or is the subject of a Merger Event;
- (v) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets;
- (vi) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (vii) is the subject of an involuntary bankruptcy or similar proceeding to secure creditors' rights;

(viii) in the case of the BGS-FP Supplier, loses its authority or ability to make purchases from or sales into the MISO markets or the MISO holds the Companies responsible for the provision of Energy, Resource Adequacy Requirements or Capacity to meet the BGS-FP Supplier Responsibility Share;

(ix) fails to comply with the Creditworthiness standards as set forth in Article 6, including, without limitation, compliance with the Creditworthiness requirements to cover the Margin calculated under Section 6.6 or post any Margin due under Section 6.6, within the time frames set forth in this Agreement;

(x) fails to pay the other Party when payment is due;

(xi) violates any federal, state or local code, regulation or statute applicable to the supply of Energy or Capacity in a manner that materially, and adversely, affects the Party's performance under this Agreement, including by way of failure to continually satisfy all applicable FERC requirements, defaults on any obligation or other failure to comply with MISO requirements under the MISO Agreements or fails to comply with the Renewable Energy Portfolio Standards, such as may apply, with respect to the BGS-FP Supplier Responsibility Share;

(xii) in the case of the Companies, fails to accept BGS-FP Supply properly tendered by BGS-FP Supplier under this Agreement; provided, however, that the Companies shall not be required to accept quantities of Energy, Capacity or any other component of BGS-FP Supply utilized by Customers on an instantaneous basis as a function of electrical load, in excess of such Customer's instantaneous consumption of such component of BGS-FP Supply;

(xiii) fails to satisfy any other material obligation under this Agreement not listed above;

(xiv) makes a materially incorrect or misleading representation or warranty under this Agreement;

(xv) commits an act or makes an omission that constitutes an "Event of Default" under any other agreement(s) for the provision of BGS Supply between a Company and the BGS-FP Supplier;

(xvi) in the case of the BGS-FP Supplier, fails to have at the commencement of the Delivery Period or loses during the Delivery Period any authorization granted by the FERC or any other governmental entity, MAIN or NERC needed to provide BGS-FP Supply to the Company pursuant to the Agreement;

and fails to remedy such condition, event or delinquency herein above described such that the Non-Defaulting Party is completely made whole with respect to such condition, event or delinquency, within three (3) Business Days of receipt of written notice thereof from such Non-Defaulting Party; provided, however, that an Event of Default shall be deemed to have occurred immediately, without any need for the provision of notice thereof by the Non-Defaulting Party and without any right of cure on the part of the Defaulting Party, in the event of the occurrence of a condition, event or delinquency described in subsections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) of this Section 5.1.

5.2 Rights Upon Default

Upon and during the continuation of an Event of Default, the Non-Defaulting Party shall be entitled to elect or pursue one or more of the following remedies:

- (i) pursue any and all available legal and equitable remedies;
- (ii) designate a day, no earlier than the day notice of such designation is effective and no later than twenty (20) days after notice of such designation is effective, as the Early Termination Date, by providing written notice to the Defaulting Party; provided, however, that an Early Termination Date may be designated to occur concurrently with the Event of Default with respect to an Event of Default under subparagraphs in subsections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) of Section 5.1;
- (iii) receive Damages in accordance with Section 5.3;
- (iv) to accelerate all amounts owing between the Parties;
- (v) to liquidate and terminate the undertakings set forth in this Agreement;
- (vi) subject to Section 5.4, withhold any payments due to the Defaulting Party under this Agreement; and
- (vii) suspend performance under this Agreement.

5.3 Damages Resulting from an Event of Default

5.3.a BGS-FP Supplier's Failure to Supply BGS-FP Supply or Declaration of Early Termination by the Companies

Damages resulting from one or more of the following shall include all costs incurred by a Company, acting in a commercially reasonable manner consistent with any statutory or regulatory requirements imposed by the Applicable Legal Authorities, in obtaining replacement services or in obtaining a replacement supplier, which costs exceed the amounts that would have been payable to the defaulting BGS-FP Supplier under this Agreement, due to:

- (i) the BGS-FP Supplier's failure:
 - (a) to provide BGS-FP Supply in accordance with this Agreement, or
 - (b) to pay the MISO for purchases of any products or services from the MISO,
 - (c) to pay the MISO for the charges invoiced by the MISO to it, or
 - (d) to otherwise fail to comply with MISO requirements;

such that the MISO holds a Company responsible for the provision of Energy (including all charges for Energy Losses, Energy Imbalance Service, and congestion), Resource Adequacy Requirements or Capacity to meet the BGS-FP Supplier Responsibility Share under this Agreement; or

- (ii) the occurrence of any Event of Default attributable to the BGS-FP Supplier resulting in Early Termination.

Costs incurred by a Company for the purpose of calculating Damages include, but are not limited to, the following costs incurred by or assessed on a Company as a result of the failure of the BGS-FP Supplier to satisfy its obligations under this Agreement:

- (i) the cost of Energy (including all charges for Energy Losses, Energy Imbalance Service, and congestion), Resource Adequacy Requirements, Capacity or other elements of

BGS-FP Supply allocated to a Company by the MISO due to the failure of the BGS-FP Supplier to meet obligations owing to the MISO in connection with its obligations under this Agreement;

(ii) the cost of Energy (including all charges for Energy Losses, Energy Imbalance Service, and congestion), Resource Adequacy Requirements or Capacity purchased by a Company to replace BGS-FP Supply that the BGS-FP Supplier was obligated, but failed, to supply pursuant to this Agreement;

(iii) administrative and legal costs associated with procuring the replacement BGS-FP Supply identified in the foregoing clause; and

(iv) financial hedging costs incurred by a Company on behalf of BGS-FP Customers as a result of having to procure BGS-FP Supply that a BGS-FP Supplier was obligated, but failed, to supply pursuant to this Agreement.

Damages calculated hereunder shall constitute the ultimate liability of the BGS-FP Supplier in the event of an Early Termination caused by an Event of Default attributable to the BGS-FP Supplier regardless of the reason or basis for such Early Termination. The Parties recognize, however, the final calculation of Damages hereunder may not be known for some time since the level of such Damages may be dependant upon the arrangements made by a Company to obtain replacement services or a replacement supplier. The Companies and the BGS-FP Supplier agree that, until the calculation of Damages under this provision is completed, the amount and payment to the Companies of the Settlement Amount in the event of an Early Termination as set forth in Section 5.4 shall be immediately due and owing as an estimate of all Damages ultimately determined to be due and owing. After Damages have been finally determined under this Section 5.3, the amounts of Damages due and owing will be reconciled with payments already made by the BGS-FP Supplier under Section 5.4.

5.3.b Failure By the Companies to Accept BGS-FP Supply Tendered by the BGS-FP Supplier

Damages resulting from the failure of a Company to accept BGS-FP Supply tendered by the BGS-FP Supplier necessary to meet the BGS-FP Supplier Responsibility Share of BGS-FP Load under this Agreement shall consist of the positive difference (if any) between the amounts that would have been payable to the BGS-FP Supplier hereunder had such Company accepted the BGS-FP Supply tendered by the BGS-FP Supplier necessary to the BGS-FP Supplier

Responsibility Share of BGS-FP Load under this Agreement minus the amount realized by the BGS-FP Supplier in disposing, in a reasonable commercial manner, of the BGS-FP Supply not accepted by such Company; provided, however, that the Companies shall not be required to accept quantities of Energy, Capacity or any other component of BGS-FP Supply utilized by Customers on an instantaneous basis as a function of electrical load, in excess of such Customer's instantaneous consumption of such component of BGS-FP Supply.

5.3.c Damages Resulting from Early Termination due to an Event of Default Attributable to the Companies

Damages resulting from Early Termination due to an Event of Default attributable to a Company shall be as set forth in Section 5.4. Damages calculated in accordance with Section 5.4 shall be the exclusive remedy available to the BGS-FP Supplier in the event of Early Termination resulting from an Event of Default attributable to a Company.

5.3.d Other Damages

Damages for Events of Default not specified above shall consist of the direct damages incurred by the Non-Defaulting Party.

5.4 Calculation of Settlement Amount and Termination Payment

5.4.a Settlement Amount

The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount with respect to the obligations of the Defaulting Party under this Agreement. For the purposes of such determination, the quantities of Energy (including all charges for Energy Losses, Energy Imbalance Service, and congestion), Capacity and other services provided for under this Agreement for the period following the Early Termination Date through the Natural Termination Date shall be deemed to be those quantities that would have been delivered on an hourly basis had this Agreement been in effect during the previous calendar year, adjusted for such BGS-FP Load changes as may have occurred since the previous calendar year.

5.4.b Net Out of Settlement Amounts

The Non-Defaulting Party shall calculate a "Termination Payment" by aggregating all Settlement Amounts due under this Agreement or any other agreement(s) between the Companies and the BGS-FP Supplier for the provision of BGS Supply into a single amount by: netting out (a) all Settlement Amounts that are due or will become due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party and actually received, liquidated and retained by the Non-Defaulting Party, plus any or all other amounts due to the Defaulting Party under this Agreement or any other agreement(s) between a Company and the BGS-FP Supplier for the provision of BGS Supply against (b) all Settlement Amounts that are due or will become due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting party under this Agreement or any other agreement(s) between a Company and the BGS-FP Supplier for the provision of BGS Supply, so that all such amounts shall be netted out to a single liquidated amount; provided, however, that if the BGS-FP Supplier is the Defaulting Party and the Termination Payment is due to the BGS-FP Supplier, the Companies shall be entitled to retain a commercially reasonable portion of the Termination Payment, which may be equal to the entire amount of the Termination Payment, as security for additional amounts that may be determined to be due and owing by the BGS-FP Supplier as Damages and further provided that any previously attached security interest of a Company in such retained amounts shall continue. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. If the Termination Payment has been retained by the Companies as security for additional amounts that may be determined to be due and owing by the BGS-FP Supplier, and if, upon making a final determination of Damages, the Termination Payment, or any portion thereof, is to be made to the BGS-FP Supplier, the Companies will pay the retained portion of the Termination Payment to the BGS-FP Supplier. Simple interest will be calculated at the lower of the Interest Index or six (6) percent per annum.

5.4.c Notice of Termination Payment

As soon as practicable after calculation of a Termination Payment, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. Subject to the Companies' right to retain a commercially reasonable portion of the

Termination Payment as set forth in Section 5.4.b, the Termination Payment shall be made by the Party that owes it within three (3) Business Days after such notice is effective.

5.4.d Disputes with Respect to Termination Payment

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within three (3) Business Days of the effective date of notice of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first provide commercially reasonable financial assurances to the Non-Defaulting Party in an amount equal to the Termination Payment.

5.4.e Multiple BGS Service Agreements

It is the intention of the Companies and the BGS-FP Supplier that, in the event the BGS-FP Supplier is a party to other agreements with a Company for the provision of BGS Supply that existed prior to the Effective Date or is entered into after the Effective Date, the Companies will calculate a single Termination Payment applicable to all such agreements as set forth herein. If the BGS-FP Supplier is a party to such other agreements with a Company or the Companies for the provision of BGS Supply, the BGS-FP Supplier hereby agrees that such other agreements are deemed amended by this Agreement for the purpose of calculating a single Termination Payment as described herein.

5.4.f Reliance on Netting

(i) The Companies are making credit, default, collateral and other decisions and changes based upon and in reliance on the effectiveness of the default, early termination, setoff and netting provisions of this Agreement and other BGS Supply agreements, including and, in particular, the calculation of the Total Exposure Amount for purposes of determining when and how much Margin collateral must be posted. The Companies would not enter into this Agreement and would change their position with regard to netting to determine Total Exposure Amounts, Margin collateral requirements and other matters except for its reliance on and with the understanding that these netting terms will be effective.

(ii) Notwithstanding anything else in this Agreement or in any other agreement between the BGS-FP Supplier and one or more of the Companies to the contrary, if for any

reason these terms or any right of offset or netting hereunder or under another BGS Supply agreement in favor of the Companies against a bankrupt BGS-FP Supplier is delayed from being exercised or is not enforceable in accordance with its terms because either Party asserts or is concerned that the Safe Harbor Provisions of the Bankruptcy Code do not apply to such rights of enforcement or for any other reason, the Companies may: (a) exercise their rights to effect a setoff under Section 553 of the Bankruptcy Code or other applicable provisions and law, and (b) withhold payments subject to a claim of offset under any obligations due the BGS-FP Supplier in respect of any transactions or deliveries under this Agreement or any other BGS Supply agreement until such setoff rights are exercised and effected.

5.5 Setoff of Payment Obligations of the Non-Defaulting Party

Any payment obligations of the Non-Defaulting Party to the Defaulting Party pursuant to this Agreement or any other agreement(s) between a Company (or Companies) and the BGS-FP Supplier for the provision of BGS Supply shall be set off: (i) first, to satisfy any payment obligations of the Defaulting Party to the Non-Defaulting Party pursuant to this Agreement or any other agreement(s) between such Company(ies) and the BGS-FP Supplier for the provision of BGS Supply that are unsecured and not subject to any Guaranty; (ii) second, to satisfy any payment obligations of the Defaulting Party to the Non-Defaulting Party pursuant to this Agreement or any other agreement(s) between such Company(ies) and the BGS-FP Supplier for the provision of BGS Supply that are unsecured, but which are subject to a Guaranty; and (iii) third, to satisfy any remaining payment obligations of the Defaulting Party to the Non-Defaulting Party pursuant to this Agreement or any other agreement(s) between such Company(ies) and the BGS-FP Supplier for the provision of BGS Supply. Any setoff shall not be subject to the automatic stay by virtue of Section 362(b)(6) of the Bankruptcy Code.

5.6 Preservation of Rights of the Non-Defaulting Party

The rights of the Non-Defaulting Party under this Agreement, including without limitation Sections 5.4 and 5.5, shall be supplemental to, and not in lieu of, any right of recoupment, lien, or set-off afforded by applicable law, and all such rights are expressly preserved for the benefit of the Non-Defaulting Party.

5.7 Forward Contract Merchant

The Parties acknowledge that the BGS-FP Supplier and the Companies are Forward Contract Merchants. Margin payments, settlement payments, or posting of Margin collateral are not avoidable and the Non-Defaulting Party is otherwise entitled to the benefits of the Safe Harbor Provisions of the Bankruptcy Code with respect to such payments or collateral.

5.8 Integrated Transaction

To the extent that Section 365 of the Bankruptcy Code applies to this Agreement, the Parties agree that all transactions under this Agreement constitute one integrated transaction that can only be assumed or rejected in its entirety.

ARTICLE 6. CREDITWORTHINESS

6.1 Applicability

The BGS-FP Supplier agrees that it shall meet the creditworthiness standards of this Article 6 at all times during the Term. Without limitation of the foregoing, the BGS-FP Supplier shall, upon written request by a Company, affirmatively demonstrate its compliance with the creditworthiness standards set forth hereunder. The Companies may establish less restrictive creditworthiness standards under this Article 6 in a non-discriminatory manner.

6.2 Creditworthiness Determination

The BGS-FP Supplier may submit and maintain a security deposit in accordance with Sections 6.4 and 6.6 in lieu of submitting to or being qualified under a creditworthiness evaluation. The BGS-FP Supplier shall have the opportunity to petition the Companies to re-evaluate its creditworthiness whenever an event occurs that the BGS-FP Supplier believes would improve the determination made by the Companies of its creditworthiness. The Companies' credit re-evaluation must be completed as soon as possible but no later than thirty (30) days after receiving a fully documented request. The Companies must provide the rationale for its determination of the Credit Limit and any resulting security requirement. The Companies must perform their credit re-evaluation and associated security calculation in a non-discriminatory manner. The BGS-FP Supplier shall provide unrestricted access to audited financial statements; provided, however, that if audited financial statements are not available,

the Companies may accept other types of financial statements. As set forth in Section 6.4, if a BGS-FP Supplier chooses to rely on a Guarantor, the creditworthiness evaluation will be conducted on the Guarantor.

6.3 Mark-to-Market Credit Exposure Methodology

To calculate the daily exposure for the BGS-FP Supplier, the Mark-to-Market ("MtM") credit exposure methodology will be used. The initial "mark" for each month of the Delivery Period was determined on the Auction Date based on the available Forward Market Prices. At the time the auction was completed, the MTM credit exposure for the BGS-FP Supplier was equal to zero (0). Subsequently the differences between the "mark" derived from Forward Market Prices on the valuation date and the initial "mark" will determine daily exposure for the supplier. The total MTM credit exposure will be equal to 1.1 times the sum of the MTM credit exposures for each billing month. The methodology used by the Companies to calculate the MtM Exposure Amount is set forth in Appendix D.

6.4 Credit Limit

The following criteria constitute the Companies' creditworthiness requirements for the BGS-FP Supplier to cover the Total Exposure Amount. In all instances, the most current senior unsecured debt rating (or, if unavailable, corporate issuer rating discounted one notch) will be used.

(i) The following requirements shall apply in the event the BGS-FP Supplier or its Guarantor has been incorporated or otherwise formed under the laws of the United States. If the BGS-FP Supplier cannot meet the following requirements, it shall be required to post cash or a Letter of Credit for the Total Exposure Amount.

(a) If the BGS-FP Supplier chooses not to rely on a Guarantor to satisfy the requirements of this Section 6.4(i), the requirements of this subsection 6.4(i)(a) shall apply. For the BGS-FP Supplier to be granted an unsecured line of credit, the BGS-FP Supplier: (1) must be rated by at least two of the following rating agencies: S&P, Moody's or Fitch, and (2) must have a minimum senior unsecured debt rating (or, if unavailable, corporate issuer rating discounted by one notch) of at least "BBB-" from S&P, "Baa3" from Moody's or "BBB-" from Fitch (each a "Minimum Rating"). If the BGS-FP Supplier is rated by only two rating agencies, and the

ratings are split, the lowest rating will be used. If the BGS-FP Supplier is rated by three rating agencies, and the ratings are split, the lower of the two highest ratings will be used; provided, however, that in the event that the two highest ratings are common such common rating will be used. The level of the Credit Limit to cover the Total Exposure Amount will be determined in accordance with Table A:

Table A

Credit Rating of the BGS-FP Supplier or the Guarantor			Credit Limit (equals the Lesser of TNW % and Credit Limit Cap, as set forth below)	
S&P	Moody's	Fitch	TNW %	Credit Limit Cap
A- and above	A3 and above	A- and above	16% of TNW	\$80,000,000
BBB+	Baa1	BBB+	10% of TNW	\$60,000,000
BBB	Baa2	BBB	8% of TNW	\$40,000,000
BBB-	Baa3	BBB-	6% of TNW	\$20,000,000
Below BBB-	Below Baa3	Below BBB-	0% of TNW	\$0

The BGS-FP Supplier will be granted a single Credit Limit to be applied to all BGS Supply agreements between the BGS-FP Supplier and the Companies. The BGS-FP Supplier will be required to post cash or a Letter of Credit for the Margin due the Companies as set forth in Section 6.6.

(b) If the BGS-FP Supplier chooses to rely on a Guarantor to satisfy the requirements of this Section 6.4(i), the requirements of this subsection 6.4(i)(b) shall apply. If the BGS-FP Supplier has a Guarantor, the Guarantor (1) must be rated by at least two of the following rating agencies: S&P, Moody's or Fitch, and (2) must have a minimum senior unsecured debt rating (or, if unavailable, corporate issuer rating discounted one notch) equal to the Minimum Rating. If the Guarantor is rated by only two rating agencies, and the ratings are split, the lowest rating will be used. If the Guarantor is rated by three rating agencies, and the ratings are split, the lower of the two highest ratings will be used; provided, however, that in the event that the two highest ratings are common such common rating will be used. The maximum level of the Credit Limit to cover the Total

Exposure Amount that could be provided through the financial Guaranty (will be determined in accordance with Table A.

The BGS-FP Supplier will be granted a Credit Limit equal to the lesser of: (i) the amount of the Guaranty as provided to the Companies at the time this Agreement is executed as such amount may be modified in any amended or substitute Guaranty provided to the Companies during the Term or (ii) the Maximum Credit Limit applicable to the Guarantor's credit rating. The BGS-FP Supplier, however, may not increase or substitute its Guaranty for the purpose of increasing its applicable Credit Limit during the time period after the Companies have made a Margin Call but before the BGS-FP Supplier has posted the required Margin. Notwithstanding anything herein to contrary, the BGS-FP Supplier may increase the limit of its Guaranty after satisfying a Margin call from the Companies and upon the Companies' receipt of an amended or substitute Guaranty increasing the limit of the Guaranty, the BGS-FP Supplier may request a return of Margin in accordance with Section 6.6(iii). The BGS-FP Supplier will be required to post cash or a Letter of Credit for the Margin due the Companies as set forth in Section 6.6.

(c) As an alternative to satisfying the requirements of subsections 6.4(i)(a) or 6.4(i)(b), the BGS-FP Supplier may post cash or Letter of Credit for the entire Total Exposure Amount.

(ii) The following standards shall apply in the event neither the BGS-FP Supplier nor its Guarantor has been incorporated or otherwise formed under the laws of the United States. If the BGS-FP Supplier cannot meet the following requirements, the posting of cash or a Letter of Credit for the Total Exposure Amount will be required at the time of or prior to the execution of this Agreement.

(a) The BGS-FP Supplier shall supply such evidence of creditworthiness so as to provide the Company with comparable assurances of creditworthiness as is applicable above for BGS-FP Suppliers that have been incorporated or otherwise formed under the laws of the United States; provided, however, that the Company shall have sole and absolute discretion, without liability or recourse to the BGS-FP Supplier, to evaluate the evidence of creditworthiness submitted by the BGS-FP Supplier; or

(b) The BGS-FP Supplier's Guarantor shall supply such evidence of creditworthiness so as to provide the Company with comparable assurances of creditworthiness as is applicable above for Guarantors of BGS-FP Suppliers that have been incorporated or otherwise formed under the laws of the United States; provided, however, that the Company shall have sole and absolute discretion, without liability or recourse to the Guarantor or the BGS-FP Supplier, to evaluate the evidence of creditworthiness submitted by such Guarantor.

(iii) If neither the BGS-FP Supplier nor its Guarantor has been incorporated or otherwise formed under the laws of the United States, the BGS-FP Supplier or its Guarantor, in addition to all documentation required elsewhere in this Section 6.4, shall supply the following as a condition of being granted a Credit Limit.

(a) For the BGS-FP Supplier: (i) a legal opinion of independent counsel qualified to practice in the foreign jurisdiction in which the BGS-FP Supplier is incorporated or otherwise formed that this Agreement is, or upon the completion of execution formalities will become, the binding obligation of the BGS-FP Supplier in the jurisdiction in which it has been incorporated or otherwise formed; (ii) the sworn certificate of the corporate secretary (or similar officer) of the BGS-FP Supplier that the person executing the Agreement on behalf of the BGS-FP Supplier has the authority to execute the Agreement and that the governing board of the BGS-FP Supplier has approved the execution of the Agreement; and (iii) the sworn certificate of the corporate secretary (or similar officer) of the BGS-FP Supplier that the BGS-FP Supplier has been authorized by its governing board to enter into agreements of the same type as this Agreement. The Company shall have full discretion, without liability or recourse to the BGS-FP Supplier, to evaluate the sufficiency of the documents submitted by the BGS-FP Supplier.

(b) For the BGS-FP Supplier's Guarantor: (i) a legal opinion of independent counsel qualified to practice in the foreign jurisdiction in the which the Guarantor is incorporated or otherwise formed that this Guaranty is, or upon the completion of execution formalities will become, the binding obligation of the Guarantor in the jurisdiction in which it has been incorporated or otherwise formed; (ii) the sworn certificate of the corporate secretary (or similar officer) of such Guarantor that the person executing the Guaranty on behalf of the Guarantor has

the authority to execute the Guaranty and that the governing board of such Guarantor has approved the execution of the Guaranty; and (iii) the sworn certificate of the corporate secretary (or similar officer) of such Guarantor that the Guarantor has been authorized by its governing board to enter into agreements of the same type as this Guaranty. The Company shall have sole and absolute discretion, without liability or recourse to the Guarantor or the BGS-FP Supplier, to evaluate the sufficiency of the documents submitted by such Guarantor.

6.5 Sample Guaranty

A Sample Guaranty is provided in Appendix F. The Companies are willing to consider alternative forms of a Guaranty, subject to negotiation and final determination of acceptability by the Companies.

6.6 Posting Margin and Return of Margin

(i) If at any time during the Term, the Total Exposure Amount exceeds the BGS-FP Supplier's Credit Limit, the Companies, on any Business Day, may request that BGS-FP Supplier provide Margin in the form of cash or a Letter of Credit, in an amount equal to the Margin Requirement (a "Margin Call"). The Margin Requirement will be rounded up to the nearest \$100,000.

(ii) If the BGS-FP Supplier receives written notice for Margin from the Companies by 1:00 p.m. EPT on a Business Day, then the BGS-FP Supplier shall post Margin the next following Business Day if posting cash and the second Business Day if posting a Letter of Credit; provided, however, that the Companies may agree in writing to extend the period to provide Margin. If the BGS-FP Supplier receives notice for Margin from the Companies after 1:00 p.m. EPT on a Business Day, then the BGS-FP Supplier must post Margin the second Business Day following the date of notice unless the Companies agree in writing to extend the period to provide Margin. The Companies will not unreasonably deny a request for a one (1) Business Day extension of such period. In the event that the BGS-FP Supplier fails to provide Margin when due, then an Event of Default under Article 5 will be deemed to have occurred and the Companies will be entitled to the remedies set forth in Article 5.

(iii) Margin held by the Companies in excess of the required Margin, as determined above, will be returned to the BGS-FP Supplier upon receipt of a written request by

the BGS-FP Supplier. If the BGS-FP Supplier posted cash and notice is received by 1:00 p.m. EPT on a Business Day, the Margin will be returned by the next following Business Day. If the BGS-FP Supplier posted cash and notice is received by the Companies after 1:00 p.m. EPT on a Business Day, the Margin shall be returned by the second Business Day following the date of notice. If the BGS-FP Supplier posted a Letter of Credit, the Margin shall be returned on the next Business Day following the Business Day on which the amendment to the Letter of Credit is received from the issuing bank. In the event that the Companies fail to return the Margin when due in accordance with this Article 6, then an Event of Default under Article 5 will be deemed to have occurred and the BGS-FP Supplier will be entitled to the remedies set forth in Article 5 unless the BGS-FP Supplier agrees in writing to extend such period for providing the Margin. The BGS-FP Supplier will not unreasonably deny a request for a one (1) Business Day extension of the period for returning the Margin.

6.7 Grant of Security Interest/Remedies

To secure its obligations under this Agreement and to the extent that the BGS-FP Supplier delivered Margin or collateral hereunder, the BGS-FP Supplier hereby grants to the Companies a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, the Companies. The BGS-FP Supplier and the Companies agree to take such action as reasonably required to perfect the secured Party's first priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after or during the occurrence of an Event of Default caused by the BGS-FP Supplier, the Companies may do any one or more of the following: (i) exercise any of the rights and remedies of the Companies with respect to all collateral, including any such rights and remedies under law then in effect; (ii) exercise their rights of setoff against any and all property of the BGS-FP Supplier in the possession of the Companies whether held in connection with this Agreement or any other agreement(s) between a Company and the BGS-FP Supplier for the provision of BGS Supply; (iii) draw on any outstanding letter of credit issued for the Companies' benefit; and (iv) liquidate all security held by or for the benefit of a Company free from any claim or right of any nature whatsoever of the BGS-FP Supplier, including any equity or right of purchase or redemption by the BGS-FP Supplier. The Companies shall apply

the proceeds of the collateral realized upon the exercise of such rights or remedies to reduce the BGS-FP Supplier's obligation under this Agreement or any other agreement(s) between a Company and the BGS-FP Supplier for the provision of BGS Supply (the BGS-FP Supplier remaining liable for any amounts owing to the Companies after such application), subject to the Companies' obligation to the return of any surplus proceeds remaining after such obligations are satisfied in full.

All notices, demands or requests regarding credit requirements and credit related security or deposit transfers shall be in writing and shall be personally delivered or sent by overnight express mail, courier service or facsimile transmission (with the original transmitted by any of the other aforementioned delivery methods) addressed as follows:

If to the BGS-FP Supplier, as set forth on Appendix A hereto.

If to the Companies, to:

With a copy to:

or to such other person at such other address as a Party shall designate by like notice to the other Party. Notice received after the close of the Business Day shall be deemed received on the next Business Day; provided, however, that notice by facsimile transmission shall be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

6.8 Security Instruments

6.8.a Provision of Security Instrument

At the BGS-FP Supplier's choice, the following are deemed to be acceptable methods for posting security (each, a "Security Instrument"), if required:

- (i) Cash; or

(ii) An irrevocable, transferable, standby letter of credit acceptable to the Companies issued by a bank or other financial institution with a minimum “A” senior unsecured debt rating (or, if unavailable, corporate issuer rating discounted one notch) from S&P or Moody’s (a “Letter of Credit”). (A standard format for the Letter of Credit is provided in Appendix F.) The Letter of Credit shall state that it shall renew automatically for successive one-year or shorter periods until terminated upon at least ninety (90) days prior written notice from the issuing financial institution. If the Companies receive notice from the issuing financial institution that the Letter of Credit is being cancelled, the BGS-FP Supplier will be required to provide a substitute Letter of Credit from an alternative bank satisfying the minimum requirements. The receipt of the substitute Letter of Credit must be effective as of the cancellation date and delivered to the Companies at least thirty (30) days before the cancellation date of the original Letter of Credit. If the BGS-FP Supplier fails to supply a substitute Letter of Credit as required herein, then the Companies will have the right to draw on the existing Letter of Credit and to hold the amount as Margin.

If the credit rating of a bank or other financial institution from which the BGS-FP Supplier has obtained a Letter of Credit falls below levels specified in this Article 6, the BGS-FP Supplier shall have two (2) Business Days following written notice by the Companies to obtain a suitable Letter of Credit from another bank or other financial institution that meets those standards unless such period is extended in writing by Companies.

6.8.b BGS-FP Supplier Rights if Companies are Rated Below Investment Grade

If at any time during the Term the applicable rating of any two (2) of the Companies is below the Minimum Rating, as determined in accordance with Section 6.4, the BGS-FP Supplier may provide written notification to the Companies requiring that the Companies transfer to a Qualified Institution, within two (2) Business Days, any cash in the Companies’ possession or held on the BGS-FP Suppliers’ behalf that had been posted as a Security Instrument by the BGS-FP Supplier under the terms of this Agreement. The Qualified Institution will hold the cash collateral in an interest-bearing account pending release of the funds pursuant to the terms of this Agreement. Interest will be allocated pro rata to the BGS-FP Supplier. The BGS-FP Supplier will be entitled to the rights described in this Section 6.8.b only for so long as the applicable rating for any two of the Companies is below the Minimum Rating.

6.9 Maintenance of Creditworthiness

6.9.a Reporting of Changes

The BGS-FP Supplier shall promptly notify the Companies: (i) of any changes in its credit rating or the credit rating of its Guarantor, (ii) if the BGS-FP Supplier or its Guarantor is placed on a credit watch with negative implications by any rating agency, and (iii) of any materially adverse change in its financial condition or in the financial condition of its Guarantor. The BGS-FP Supplier or Guarantor shall also furnish evidence of an acceptable credit rating or financial condition upon the request of the Companies.

6.9.b Change in Credit Standing

The Companies will re-evaluate the creditworthiness of the BGS-FP Supplier whenever they become aware, through the provision of notice by the BGS-FP Supplier or otherwise, of a decrease in the BGS-FP Supplier's or Guarantor's credit rating. If the lowest credit rating (whether corporate issuer rating or unsecured senior debt rating) used to determine the BGS-FP Supplier's Credit Limit decreases, the BGS-FP Supplier shall provide an additional Security Instrument to the Companies (or increase the value of the existing Security Instrument) in accordance with Section 6.4.

6.10 Calling on Security

The Companies may call upon the Security Instrument posted by the BGS-FP Supplier if the BGS-FP Supplier fails to pay amounts due to the Companies pursuant to this Agreement or any other agreement(s) between a Company and the BGS-FP Supplier for the provision of BGS Supply after all of the following events occur:

- (i) Written Notice of Default is provided to the BGS-FP Supplier; and
- (ii) Any applicable cure period ends.

The foregoing notwithstanding, the Security Instrument posted by the BGS-FP Supplier shall become due automatically, and may be called upon by the Companies, without prior notice or right of cure in the case of any Event of Default arising under subsections (i), (ii), (iii), (iv), (v), (vi), (vii), (viii) or (ix) of Section 5.1.

6.11 Interest on Cash Held by Companies

The Companies will pay simple interest (not compounded) calculated at the lower of the Interest Index or six (6) percent per annum on all cash posted by the BGS-FP Supplier with the Companies pursuant to this Agreement. Each Billing Period the Companies will prepare a statement of interest amounts due to the BGS-FP Supplier. The statement will be sent to the BGS-FP Supplier within three (3) Business Days after the end of the Billing Period via overnight mail, facsimile or other expeditious means. The Companies shall make interest payments on the first Business Day after the fifth (5th) day of each Billing Period.

6.12 Confidentiality

Information supplied by the BGS-FP Supplier in connection with the creditworthiness process shall be deemed confidential and not subject to public disclosure, unless Applicable Legal Authorities require disclosure of the information. If information must be disclosed, then the confidentiality of the information shall be maintained consistent with the Applicable Legal Authority's rules and regulations pertaining to confidentiality. The BGS-FP Supplier will be given prompt notice of any request by a third party to obtain confidential information related to the BGS-FP Supplier's creditworthiness.

6.13 No Endorsement of BGS-FP Supplier

The Companies' determination that the BGS-FP Supplier is creditworthy pursuant to the process set forth above, shall not be deemed to constitute an express or implied warranty or guarantee of any kind with respect to the financial or operational qualifications of the BGS-FP Supplier. The Companies will treat all BGS-FP Suppliers in a non-discriminatory manner and shall provide no preference to any BGS-FP Supplier.

6.14 Multiple BGS Supply Agreements

It is the intent of the Companies and the BGS-FP Supplier that, in the event the BGS-FP Supplier is a party to other agreements with a Company for the provision of BGS Supply, the Companies will calculate one (1) Margin applicable to all such agreements using the methodology set forth herein. The BGS-FP Supplier will have a single line of credit applicable to all BGS Supply agreements, and the Margin that is calculated is the Total Exposure Amount under all such contracts less the single line of credit.

ARTICLE 7. PROCEDURES FOR ENERGY SCHEDULING, CAPACITY RESOURCE SUBMISSION, TRANSMISSION PROCUREMENT AND FTR ALLOCATION

7.1 Generally

The Parties must adhere to any applicable operational requirements of the MISO necessary to protect the integrity of the MISO Transmission System and the transmission systems of interconnected control areas, and must satisfy any and all criteria of the MISO, MAIN and NERC, when applicable. The BGS-FP Supplier also must adhere, in connection with the BGS-FP Supplier's performance under this Agreement, to any applicable operational requirements of the Companies necessary to protect the integrity of the Companies' local distribution systems.

The BGS-FP Peak Load Share will be determined by the Companies based on the zonal peak load contributions utilized in the MISO determination of the zonal obligations for Capacity, adjusted for contributions associated with Customers served by Retail Electric Suppliers, BGS-LFP Customers, BGS-LRTP Customers and Wholesale Customers. Contributions for RESs shall be calculated as set forth in the Companies' RES operating procedures found on the Companies' website www.ameren.com.

7.2 Load Obligations

The Companies and the BGS-FP Supplier acknowledge that the BGS-FP Customers are within the Companies' metered boundaries and that the BGS-FP Load must be divided into MISO obligations specific to the BGS-FP Supplier based on the BGS-FP Supplier Responsibility Share.

7.3 Data Transmission

7.3.a Energy

The procedures for transmitting load obligation data for the BGS-FP Supplier's hourly Energy obligations shall be as set forth by the MISO.

7.3.b Resource Adequacy

The procedures for transmitting load obligation data for the BGS-FP Supplier's Resource Adequacy Requirements shall be as set forth by the MISO.

7.3.c Capacity

The procedures for transmitting the BGS-FP Supplier Responsibility Share data to be used by the MISO to determine the BGS-FP Supplier's Capacity obligations shall be as set forth by the MISO.

7.3.d ARR and FTRs

The procedures for transmitting the data regarding the allocation of ARRs and FTRs to the BGS-FP Suppliers shall be as set forth by the MISO.

7.4 Energy Scheduling

The Companies will not provide load forecasting services. The BGS-FP Supplier shall schedule Energy resources to meet its obligations with the MISO as provided for in the MISO Agreements. The Energy obligations for the BGS-FP Supplier will be determined based on the BGS-FP Supplier Responsibility Share. The total preliminary BGS-FP Energy obligation will be equal to the difference between the preliminary total Energy obligations for the Companies' Service Territories reduced by the sum of: (i) the preliminary wholesale load, (ii) the preliminary total Energy obligations of the Retail Electric Suppliers active in the Service Territories, and (iii) the preliminary total Energy obligations of the suppliers serving BGS-LFP Load and BGS-LRTP Load in the Service Territories.

7.5 FTR Allocation and Nomination

The process for allocating and nominating ARRs and FTRs is set forth in Section 2.1.c(vi).

ARTICLE 8. THE ENERGY SETTLEMENT/RECONCILIATION PROCESS

8.1 Energy Settlement by the MISO

MISO will conduct the settlement process to reflect the BGS-FP Supplier's actual Energy obligations in a supply/usage reconciliation process. The Energy obligations for the BGS-FP Supplier will be determined based on the BGS-FP Supplier Responsibility Share. The reconciled total BGS-FP Energy obligation will be equal to the difference between the reconciled total Energy obligations for the Service Territories reduced by the sum of: (i) the wholesale load, (ii) the reconciled total Energy obligations of the Retail Electric Suppliers active in the Service Territories, and (iii) the reconciled total Energy obligations of the suppliers serving BGS-LFP Load and BGS-LRTP Load in the Service Territories. Any adjustments for billing and metering errors reported subsequent to the calculation of FPEA will be proportionally allocated by the Companies to the BGS-FP Suppliers.

8.2 Energy Settlement by the Companies

In the event that actual BGS-FP Customer consumption data is not available until after the MISO deadline for conducting the final settlement, the Companies will conduct the settlement process with the BGS-FP Supplier. Should the MISO impose penalties against a Company as a result of the BGS-FP Supplier's transactions and/or failure to meet the MISO requirements, such penalties shall be passed through by the Companies, to the BGS-FP Supplier as part of this settlement process, in addition to such other charges as provided for in this Agreement.

ARTICLE 9. BILLING AND PAYMENT

9.1 Billing Period

Except as provided in this Section 9.1, a Billing Period shall be each calendar month during the Delivery Period. If at any time during the Delivery Period, the applicable rating of any two (2) of the Companies is below the Minimum Rating, as determined in accordance with Section 6.4, the Billing Period applicable to the Companies (all three collectively) shall be shortened in accordance with a mutually agreed upon schedule. The shortened Billing Period applicable to the Companies shall be in effect only for so long as the applicable rating for any two (2) of the Companies is below the Minimum Rating.

9.2 Payment Obligations

The Companies shall pay all amounts due to the BGS-FP Supplier hereunder, and the BGS-FP Supplier shall pay all amounts due to the Companies hereunder, in accordance with the following provisions:

(i) Each Billing Period, the Companies will prepare a Statement of amounts due to the BGS-FP Supplier by the Companies collectively.

(ii) The Statement shall include line items applicable to the Billing Period in question for, inter alia: (a) the quantity of Energy of BGS-FP Supply provided during the Billing Period, (b) the BGS-FP Supply Charge, (c) the Ancillary Services Costs, and (d) the MISO Invoice Reimbursement Amounts.

(a) The Statement shall also include: (i) a line item for the Intermediate Energy Adjustment Amount for any prior Billing Period for which all IPEA data has become available since the issuance of the prior Statement and (i) a line item for the Final Energy Adjustment Amount for any prior Billing Period for which all FPEA data has become available since the issuance of the prior Statement.

(b) A negative Intermediate Energy Adjustment Amount or Final Energy Adjustment Amount shall serve as an offset against charges to be paid by the Companies to the BGS-FP Supplier.

(c) The Ancillary Services Costs and the MISO Invoice Reimbursement Amounts shall serve as offsets against charges to be paid by the Companies to the BGS-FP Supplier.

(d) The first Statement shall also include a line item for the entire amount of the Auction and Administration Fee, which shall serve as an offset against charges to be paid by the Companies to the BGS-FP Supplier.

(iii) The Statement will be sent to BGS-FP Supplier within eight (8) Business Days after the end of the Billing Period via overnight mail or other expeditious means.

(iv) If the Statement shows a net amount owed by the Companies to the BGS-FP Supplier, the Companies shall pay such amount, unless disputed, by the first Business Day after

the 19th day succeeding the Billing Period. If the Statement shows a net amount owed by the BGS-FP Supplier to the Companies, the BGS-FP Supplier shall pay such amount, unless disputed, by the first Business Day after the 19th day succeeding the Billing Period.

(v) Payments shall be subject to adjustment for any arithmetic errors, computation errors, meter reading errors, or other errors, provided that the errors become known within one (1) year of the Termination Date.

(vi) All payments of funds shall be made by electronic transfer to a bank designated by the recipient of such funds.

(vii) If payment is made by a Party after the due date shown on the Statement, a late fee will be added to the unpaid balance until the entire Statement is paid. This late fee will be calculated at the prime rate commercial borrowers are charged by J.P. Morgan Chase or its successor.

9.3 Billing Disputes

(i) If a good faith dispute arises between the Companies and the BGS-FP Supplier regarding a Statement, the disputing Party shall be obligated to pay only the undisputed portion of the Statement provided that the disputing Party: (a) presents the dispute in writing to the non-disputing Party within five (5) Business Days from the date payment on the Statement was otherwise due, accompanied by a brief explanation of the source of the dispute; and (b) submits documentation supporting the dispute to the non-disputing Party within thirty (30) calendar days from the date payment on the Statement was otherwise due.

(ii) Except as provided in Section 9.2(v) for correction of errors, a Party may dispute a Statement in good faith at any time within one (1) year after the date the Statement in dispute is issued, even if such Party has already paid amounts shown on such Statement in full. Except as provided in Section 9.2(v), a Statements shall become final, and not subject to dispute, on the date (1) year from the date such Statement is issued unless a Party: (a) presents the dispute in writing to the non-disputing Party accompanied by a brief explanation of the source of the dispute; and (b) submits documentation supporting the dispute to the non-disputing Party within thirty (30) calendar days thereafter.